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Unique Doc. Reference	:	SUBIN-KAKACRSFL08549151069808O6O
Purchased by	:	B ARUNKUMAR
Description of Document	:	Article 12 Bond
Description	:	AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	B ARUNKUMAR
Second Party	:	BBMP
Stamp Duty Paid By	:	B ARUNKUMAR
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

KAMMAVARI CREDIT CO-OP. SOCIETY LTD. BANGALORE 19

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CONTRACT FOR DEVELOPMENT OF DODDABOMMASANDRA LAKES UNDER PHASE-2 IN BANGALORE
AG No:EE-2/LAKES/AG-02/16-17 dated 1/7/2016

This agreement made on the 1st day of July 2016 (1/7/2016), between The Executive Engineer-2, Lakes, Bruhath Bangalore Mahanagara Palike, 3rd floor, Annex Building 03, Head office premises N.R.Square , Bangalore-02. Representing on behalf of The Commissioner Bruhath Bangalore Mahanagara Palike, Bangalore (hereinafter called "the Client") of the one part.

Statutory Alert:
1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
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Sri Balakrishna Arun Kumar, 25 th cross, BSK 2nd stage, Bangalore-560070 bearing PWD Class 1 Registration certificate vide No: *CBS/C1/CIVIL/620/2015 Dt. 6/4/2015 Valid up to 5/4/2020* (here in after called "the contractor"), of the other part.

Whereas the client is desirous that the contractor to execute Development of Doddabommasandra Lake under phase-2 , Bangalore, (hereinafter called "the work") at an Sanctioned Amount of Rs.500.00 Lakhs for which Administrative sanction, vide No: BBMP committee Meeting Subject No: 09/2016-17, Dated 19-5-2016 and Approval for Draft tender Schedule vide Dated 17/1/2015 has been accorded. The said work was called for Tender vide notification No: : EE-2/(lakes)/TEND/ 12 /14-15. Dated 23/2/2015

Where as, the Contractor submitted his tender for **Rs. 5,20,58,362.23** along with an EMD of **Rs. 7,50,000.00** through e- procurement portal.

Whereas, the above tender being the lowest was approved for **Rs. 5,20,58,362.23** (Rupees Five crores twenty lakhs fifty eight thousand three hundred sixty two and twenty three paise only). and the client has accepted the tender by the contractor for the execution and completion of such work.

Now therefore the parties here by agree as follows.

1. In Consideration of the payment as per tender amount of which is to be paid by the Employer to the Contractor from time to time as and when the bills are submitted for the work executed by the Contractor subject to the terms and conditions of the "Tender Document" and PWG-65 which forms part and parcel of this agreement.

2. The Contractor shall complete the work as envisaged in the Schedule- B appended to this agreement as per the design, drawings and specifications and as per the schedule work plan and as per the directions of the Engineer - in-Charge of the work and carry out all instructions of the Employer which comply with the applicable laws where the site is located. In the event of any extra or additional work, the Contractor shall adhere to and comply the Codal rules and conditions of contract mentioned in the tender document and mode of payment etc.

3. In case of disputes, the decision of the Commissioner, Bruhath Bangalore Mahanagara Palike shall be final and binding on the Contractor.

4. The Contractor shall in all respects complete the work within the stipulated Period of 10 months. (Including monsoon) from the date of issue of work order.

Executive Engineer
Lakes, BBMP

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4. The contractor may not Sub-Contract the contract without the written approval of the Employer in writing. Sub Contract doesn't alter the Contractors obligations.

5. All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the contract are the responsibility of the Contractor. The Contractor shall be responsible for and shall pay compensation to his workmen payable under the Workmen's Compensation Act 1923 for injuries if any caused to the workmen or Vehicles or either property during the execution of the work and also the liabilities that may arise under the common law. The Employer shall not be liable for payment of any compensation under the above Acts and Rules.

6. The Contractor shall complete the work to the satisfaction of the Employer. In case of any defects noticed in material, work and or workmanship, the Contractor shall rectify the defects to the satisfaction of the Engineer- in-Charge without claiming any compensation or damages likewise. If the Contractor fail to rectify the defect within the stipulated time the same shall be got done by the Employer through other agency or departmentally at the cost and risk of the Contractor. and the Pre- level, Post level of works should be taken by contractor with the agency as directed by Employer and in presence of engineer-in-charge of work. The cost for taking level should born by contractor.

7. If the Contractor fails to complete the work within the stipulated time the Employer has got the right to terminate the contract by forfeiting the EMD, FSD. After the termination of the contract the Employer can get the remaining work done through any other agency/contractor/departmentally at the cost and risk of the Contractor. The Contractor has no right to demand extension of time for completion of work and the same is solely at the discretion of the Employer. However, the Employer may consider extending the period of completion in the event of natural calamities and or other unforeseen reasons beyond the human control.

8. The defect liability period is for one year from the date of completion of the work. The Contractor shall rectify promptly to any defects noticed by the Employer during the defect liability period. The EMD, SD recovered from the Contractor shall be released only after the satisfactory completion of the defect liability period of one year without any interest, and Additional Security Deposit recovered from the Contractor shall be released after completion of work, which is during payment of last & final bill without any interest thereon.

Executive Engineer
Lakes, BBMP

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9. Penalty for delay-in respect of shortfall in progress assessed as due to the delay on the part of the contractor shall be liable to paid as per Tender Document including schedule-B as part and Parcel of the agreement.

10. The Contractor shall take all responsible steps to protect the environment on and off the site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the Contractor and his sub-contractor shall abide by all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye laws of the State or Central Government, or local authorities and any other law, bye-law regulations that may be passed or notifications that may be issued in this respect in future by the State or Central Government or the local authority.

11. This agreement shall be governed by the laws of India. The Contractor and Employer hereby irrevocably agreed to submit to the non-exclusive jurisdiction of the Courts of India.

In WITNESS WHERE OF the parties here with set their hands and seal this day month and year first mentioned.

Signature:

Name: Sri Balakrishna Arun Kumar
Class-1 Contractor.

Address:
25 th cross ,
BSK 2nd stage,
Bangalore-560070

Signature:

Executive Engineer-2
Lakes, BBMP

Witness: Manoj. H. J

In presence of

Signature:

Name: Manoj. H. J

Address: #58, Kamalaphipalya
B'lore-79.

Witness::

In presenceof

Signature:

Name:

Address::

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